

1 LOUIS R. MILLER (State Bar No. 54141)
smiller@millerbarondess.com
2 JUSTIN EHRLICH (State Bar No. 217606)
jehrlich@millerbarondess.com
3 BENJAMIN A. HERBERT (State Bar No. 277356)
bherbert@millerbarondess.com
4 DOMINIC NUNNERI (State Bar No. 300465)
dnunneri@millerbarondess.com
5 MILLER BARONDESS, LLP
6 2121 Avenue of the Stars, Suite 2600
7 Los Angeles, California 90067
Telephone: (310) 552-4400
8 Facsimile: (310) 552-8400

9 Attorneys for Plaintiff
10 PRAY, INC.

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13
14 PRAY, INC., a Delaware corporation,
15 Plaintiff,

16 v.
17

18 CHRISTIAN CARE MINISTRY, INC.,
19 d/b/a MEDI-SHARE, a Delaware
corporation; BRANDON HARVATH,
20 an individual; and EVELIO SILVERA,
an individual,

21 Defendants.
22

23 **CASE NO. 2:23-cv-10660**
FIRST AMENDED COMPLAINT
FOR:
(1) Breach of Contract;
(2) Breach of the Implied Covenant of
Good-Faith and Fair Dealing;
(3) Violation of the Defend Trade
Secrets Act;
(4) Concealment;
(5) Intentional Misrepresentation.
[DEMAND FOR JURY TRIAL]

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MILLER BARONDESS, LLP
ATTORNEYS AT LAW
2121 AVENUE OF THE STARS, SUITE 2600 Los Angeles, California 90067
TEL: (310) 552-4400 FAX: (310) 552-8400

1 Plaintiff Pray, Inc. (“Plaintiff” or “Pray”), by and through its undersigned
2 counsel, hereby pleads against Defendants Christian Care Ministry, Inc., d/b/a Medi-
3 Share (“CCM”), Brandon Harvath (“Harvath”), and Evelio Silvera (“Silvera”)
4 (collectively, “Defendants”), the allegations and causes of action below in this First
5 Amended Complaint. Per the Court’s Order (Dkt. 63), Plaintiff enclosed as Exhibit
6 A hereto, a Notice of Revisions which contains a redlined comparison of this First
7 Amended Complaint to the original complaint.

8 **NATURE OF THE ACTION**

9 1. Pray brings this case against CCM, and CCM’s former CEO (Harvath)
10 and former VP of Communications (Silvera), due to their theft of Pray’s confidential
11 information and trade secrets related to Pray Health. Pray Health is a first-of-its-
12 kind faith-based mental health solution provided over a digital interface platform.
13 Pray Health was confidentially developed by Pray, using years of Pray’s proprietary
14 information and research. Nothing like Pray Health existed until Pray developed it.

15 2. Pray Health caters to a niche group of customers—Christians looking
16 for an alternative to mainstream mental health treatment. Pray Health is only
17 possible because of Pray’s confidential information and trade secrets, which are
18 protected by Pray via confidentiality agreements and internal security measures.

19 3. Pray and CCM first met in 2021. Pray is a tech company, specializing
20 in software development, mobile/online program development, and video/content
21 production. CCM is not. Instead, CCM facilitates a cost-sharing ministry in which
22 paying members share health care costs.

23 4. Pray and CCM first spoke to explore mutually beneficial arrangements.
24 Before sharing anything confidential, Pray required that CCM sign a broad
25 confidentiality agreement. Only then did Pray share details about its entire platform,
26 Pray.com. As part of this exchange, Pray shared its Pray Health product with CCM.

27 5. CCM was amazed by Pray Health, expressing tremendous excitement
28 for the new product. CCM, through Harvath, Silvera, and others, told Pray that

1 CCM did not have the technical ability to come up with or execute an idea like Pray
2 Health on its own.

3 6. As Pray and CCM continued sharing information about their
4 businesses, CCM, led by Harvath and Silvera, focused on Pray Health. CCM,
5 Harvath and Silvera sought more and more details about the product.

6 7. To instill trust, CCM made a \$1.5 million investment into the entire
7 Pray.com platform. CCM, Harvath and Silvera did this to induce Pray to continue
8 sharing confidential information and trade secrets about Pray Health.

9 8. It worked. Over time, CCM, Harvath and Silvera gained access to
10 more and more confidential information and trade secrets related to Pray Health, as
11 described in detail below at Paragraphs 66-82.

12 9. After seeing all of this, CCM, Harvath, and Silvera told Pray that their
13 exposure to Pray Health confidential information and trade secrets made CCM,
14 Harvath and Silvera believe a product like Pray Health was commercially viable.
15 Only then did CCM, Harvath and Silvera believe it was worthwhile to support a
16 product like Pray Health.

17 10. As a result, Pray and CCM entered into a Strategic Marketing and
18 Support Agreement, dated May 6, 2022 (“SMSA”), that required CCM to support
19 Pray in building out the Pray Health brand, which consisted of the Pray Health
20 product. (SMSA ¶ 1(c).) As part of the SMSA, CCM also agreed to maintain the
21 confidentiality of Pray’s business information. (SMSA ¶ 4.)

22 11. The SMSA had an initial one-year term, which was extended by Pray
23 and CCM verbally and in writing, via seven “Definitive Agreements” as that term is
24 defined in the SMSA. (SMSA ¶ 2.) While the SMSA was in effect, CCM, Harvath
25 and Silvera knowingly, deliberately, and repeatedly reached into California to obtain
26 more and more confidential information and trade secrets about Pray Health.

27
28

1 12. Specifically, CCM, Harvath and Silvera engaged in four in-person
2 meetings in California, as well as 31 Zoom calls, six Google Meet-Up meetings, and
3 one Microsoft Teams meeting, all directed to Pray personnel in California.

4 13. During these interactions, Pray continued sharing more and more detail
5 and specifics about its Pray Health confidential information and trade secrets.
6 Specifically, Pray shared in-depth information and documents illustrating the Pray
7 Health marketing strategy based on Pray's unique customer data analytics; peer-
8 reviewed studies related to Pray Health; Pray Health's structure and design (which is
9 highly technical and driven by years of Pray's data and A/B testing of customer
10 behavior); and user-content created specifically for Pray Health.

11 14. CCM, Harvath and Silvera continued initiating contact with Pray in
12 order to further instill confidence and trust, and to maintain open access to Pray's
13 confidential information and trade secrets about Pray Health. This was done to
14 induce Pray to share more and more openly with CCM, Harvath and Silvera.

15 15. During this same time period, CCM, Harvath and Silvera got the idea
16 to take Pray's confidential information and trade secrets and launch the product on
17 their own, without Pray, and without telling Pray about their plans.

18 16. To carry this out, CCM, Harvath and Silvera secretly spoke to the
19 American Association of Christian Counselors ("AACC") to develop a competing
20 product behind Pray's back. CCM, Harvath and Silvera did not tell AACC its plan
21 was based on theft, because Pray had an existing relationship with AACC.

22 17. Meanwhile, Silvera actively discouraged Pray from speaking directly
23 with AACC a few months before CCM, Harvath and Silvera completed the theft.
24 Silvera specifically told Pray not to contact AACC, saying that its leader, Tim
25 Clinton, was corrupt and should be avoided. By doing this, Silvera actively
26 concealed what CCM, Harvath and Silvera were doing behind Pray's back.

27 18. Up to this point, Pray believed it had a productive, mutually-beneficial
28 commercial relationship with CCM. But that changed in August 2023 at a meeting

1 with Harvath, Silvera and other CCM executives. During this meeting, Harvath
2 demanded, without any justification, that Pray make him a board member of Pray.
3 When Pray declined, CCM stopped communicating with Pray.

4 19. This was strange, considering the affirmative statements of support,
5 trust, and teamwork that CCM, Harvath and Silvera had communicated to Pray for
6 over a year and a half between early 2022 and August 2023. It turns out these
7 affirmative statements were misrepresentations of the truth.

8 20. At this point, CCM, Harvath and Silvera felt like they had obtained
9 enough confidential information and trade secrets about Pray Health. So when Pray
10 denied Harvath a board seat, CCM, Harvath and Silvera carried out their plan to
11 abscond with the Pray Health trade secrets and launch a copy-cat product.

12 21. CCM, Harvath and Silvera were violating a core tenant of Christian
13 theology and secular law: “Thou shall not steal.”

14 22. The truth came out in September 2023, at AACC’s industry conference
15 in Nashville. At the conference, Pray-co-founder Matthew Potter spoke to AACC’s
16 CEO, Ben Allison, about Pray Health. Allison looked surprised, and suggested that
17 Potter speak to Harvath and Silvera, who he said were already working on a mental
18 health solution on behalf of CCM. Allison then showed Potter a demo of CCM’s
19 product.

20 23. Potter realized right away that CCM, Harvath and Silvera had stolen
21 Pray’s trade secrets related to Pray Health. The product was clearly influenced by
22 Pray Health trade secrets, and there was no way CCM could have developed the
23 demo on its own without using the Pray Health trade secrets. This was especially
24 true given that CCM had expressed on multiple occasions prior to the demo’s
25 revelation that CCM (1) did not have the technical expertise to create the sort of
26 customer interface at issue; (2) had not understood the commercial viability of a
27 faith-based mental health tool based on prayer prior to reviewing Pray’s trade
28

1 secrets; and (3) only decided to support Pray Health after seeing (and because of)
2 the confidential information and trade secrets described in Paragraphs 66-82, below.

3 24. Later that day, on the stage at the conference, Harvath announced that
4 CCM would soon launch its new mental-health solution—without Pray. Never
5 before had CCM, Harvath or Silvera told Pray they were developing their own
6 product, nor had they indicated they'd do it without Pray. Using Pray's confidential
7 proprietary trade secrets, CCM stole Pray's business. Pray brings this action to
8 remedy the damage caused by CCM, Harvath and Silvera.

THE PARTIES

10 25. Plaintiff Pray, Inc. is a Delaware corporation with its headquarters and
11 principal place of business in Westlake Village, California.

12 26. Defendant Christian Care Ministry, Inc., d/b/a Medi-Share is a
13 Delaware corporation with its principal place of business in Florida.

14 27. Defendant Brandon Harvath is an individual who resides in Florida.
15 During the relevant time periods underlying this First Amended Complaint, Harvath
16 was first the Chief Operating Officer of CCM, and then was promoted to Chief
17 Executive Officer of CCM.

18 28. Defendant Evelio Silvera is an individual who resides in Florida.
19 During the relevant time periods underlying this First Amended Complaint, Silvera
20 was CCM's Vice President of Communications and Strategy.

SUBJECT MATTER JURISDICTION AND VENUE

22 29. This Court has subject matter jurisdiction pursuant to 28 U.S.C.
23 §§ 1331 and 1337 because this action arises out of the violation of a federal law, the
24 Defend Trade Secrets Act, 18 U.S.C. §§ 1831, *et seq.*

25 30. This Court also has supplemental jurisdiction over the asserted state
26 law claims pursuant to 28 U.S.C. § 1337(a) because the federal and state law claims
27 derive from a common nucleus of operative facts.

28 || 31. Venue is proper in the Central District of California pursuant to 28

1 U.S.C. § 1331 because a substantial part of the events or omissions giving rise
2 to this action occurred in this District and a substantial part of the property that is the
3 subject of the action—namely Pray’s confidential information and trade secrets—is
4 situated in Westlake Village, California, which is located in the Central District of
5 California.

6 **PERSONAL JURISDICTION**

7 32. This Court has personal jurisdiction over CCM, Harvath and Silvera
8 because they have all purposely directed their actions regarding Pray Health to
9 California.

10 33. From early 2022 to August 2023, Defendants directed their engagement
11 with a California-based company, Pray, via *at least* four in-person meetings in
12 California, 31 Zoom meetings, six Google Meet-Up meetings, and one Microsoft
13 Teams meeting, all while the Pray participants were in California. CCM, Harvath
14 and Silvera were aware that the Pray participants would be in California during
15 these meetings. On behalf of CCM, Harvath and Silvera also sent numerous e-mails
16 to Pray personnel in California during this same time period. With respect to each
17 Defendant, attendance at the California meetings was as follows:

18 34. In-Person Meetings in California – Harvath and Silvera met with Pray
19 in California in August 2022, September 2022, and April 2023. In addition, Silvera
20 met for dinner with Matthew Potter from Pray in June 2022 in California.

21 35. Zoom Meetings Directed at California – Of the 31 Zoom meetings
22 directed at California, Silvera attended 28 of them, Harvath attended 14 of them, and
23 other CCM personnel¹ attended 12 of them. Under California law, Zoom meetings
24 with participants in a forum can establish personal jurisdiction. Courts have found
25 personal jurisdiction when there was only one in-person meeting, and far fewer than
26

27 ¹ These CCM personnel include M. Joos, K. Koss, J. Rosoff, W. Lindsey, D.
28 Carroll, S. Keene, A. Padilla, R. Barrack, S. Ferguson, and M. James.

1 31 Zoom meetings in a forum. *Rewardify, Inc. v. Synvest Canco, Inc.*, 2022 WL
2 718492, at *5 (S.D. Cal. Mar. 10, 2022) (finding defendants had sufficient contacts
3 to establish personal jurisdiction in California when the defendants had
4 approximately ten Zoom meetings and one in-person meeting in California, with a
5 California-based plaintiff, for the purposes of negotiating a contract).

6 36. Google Meet-Up Meetings Directed at California – Of the six Google
7 Meet-Up meetings, Silvera attended six of them and Harvath attended four of them.

8 37. Microsoft Teams Meetings Directed at California – The one Microsoft
9 Teams meeting, both Silvera and Harvath attended.

10 38. CCM, Harvath and Silvera’s intent behind all these contacts with
11 California was to reach into this forum to obtain from Pray confidential information
12 and trade secrets regarding Pray Health. Additionally, all confidential information
13 and trade secrets regarding Pray Health were developed in California. CCM,
14 Harvath and Silvera were aware of this.

15 39. Defendants succeeded. CCM, Harvath and Silvera obtained the Pray
16 Health confidential information and trade secrets they actively sought during the in-
17 person, Zoom, Google Meet-Up, and Microsoft Teams meetings.

18 40. By way of example, during the in-person meeting on April 27, 2023,
19 which both Silvera and Harvath attended in California, Pray personnel walked
20 through Pray Health PowerPoint presentations marked “Highly Confidential.”
21 These PowerPoint presentations contained confidential information and trade secrets
22 regarding Pray Health, such as the marketing strategy for Pray Health based on
23 Pray’s customer data analytics; information informed by peer-reviewed studies
24 related to Pray Health, including non-public confidential aspects of the studies; Pray
25 Health’s structure and design; and content for users created for Pray Health. The
26 discussions surrounding these materials covered these same topics.

27 41. This is just one example of CCM, Harvath and Silvera’s purposeful
28 direction at Pray in California, intended to extract confidential information and trade

1 secrets and take them out of California. There are many more discussed in detail
2 below at Paragraphs 129-144.

3 42. Further, CCM, Harvath and Silvera induced Pray to share confidential
4 information and trade secrets on false pretenses. Specifically, they postured as if
5 CCM were a good-faith partner. In reality, CCM, Harvath and Silvera were
6 intentionally concealing the fact that they were (at some point when the applicable
7 agreements were in force) secretly working with AACC to develop and launch their
8 own copy-cat faith-based mental health solution without Pray. CCM, Harvath and
9 Silvera's acquisition of the Pray Health trade secrets from Pray after this point in
10 time was improper because, when they acquired the trade secrets, they intended to
11 use them in violation of the SMSA to develop and launch their own faith-based
12 mental health solution with AACC, and without Pray. Silvera even told California-
13 based Pray that it should not speak to AACC because its leader, Tim Clinton, was
14 corrupt. Silvera was actively concealing CCM's secret plan.

15 43. This Court also has personal jurisdiction over CCM because this
16 dispute arises out of the SMSA, a contract between Pray and CCM. In the SMSA,
17 CCM consented to personal jurisdiction in the State of California for any dispute
18 arising out of the SMSA. All of Pray's causes of action arise out of the SMSA.

FACTUAL ALLEGATIONS

A. Pray is Well Known in the Niche Christian Market as Being an Expert in Software Development, Mobile/Online Program Development, and Video/Content Production.

23 44. Pray was formed in 2016 by Ryan Beck, Matthew Potter, Steven
24 Gatena, and Michael Lynn. Pray's founders are experts in software development,
25 mobile/online program development, as well as video, audio, and print production.

26 45. Since Pray's founding in 2016, the skills and expertise of its founders
27 have grown rapidly. Pray has also focused its hiring efforts on employees who have
28 technical backgrounds and expertise similar to its founders, namely software

1 development, mobile/online program development, as well as video, audio, and print
2 production. Thus, Pray has become a well-known leader in the Christian
3 marketplace as an expert in these areas.

4 46. Pray's founders are all active members of the Christian faith and have a
5 passion for bringing their technical expertise to the niche Christian marketplace.

6 **1. Ryan Beck**

7 47. Ryan Beck ("Beck") is a software developer and software engineer.
8 Before Pray, he worked as a developer creating business software to manage
9 thousands of projects and donors across multiple continents, enabling hundreds of
10 employees to more effectively help children, mothers and others in India and the
11 greater Asia area become teachers, business owners and faith leaders.

12 48. Beck's faith led him to co-found Pray. As a teenager, Beck served jail
13 time for selling drugs, but later turned his life around. To do so, Beck relied on the
14 redemptive power of his Christian faith. As he grew older, Beck decided to put his
15 technical expertise to use helping others with their faith by working at Pray.

16 **2. Matthew Potter**

17 49. Before Pray, Matthew Potter ("Potter") founded a tech company called
18 HomeStack. HomeStack is a smartphone platform that allows real estate brokers
19 and agents to create their own profiles and market their real estate listings. Over
20 8,300 profiles have been created by real estate brokers and agents using HomeStack.
21 Potter still runs HomeStack to this day.

22 50. Potter's faith also led him to co-found Pray. With the help of a
23 Christian church, Potter was adopted as a baby. As a result, his faith has always
24 been extremely important to him, as well as his efforts to give back to others. Pray
25 became the perfect way for Potter to apply his skills to helping others.

3. Steve Gatena

51. Steve Gatena (“Gatena”) is an expert in video production and content creation. Before Pray, Gatena founded two companies that specialized in video production, and became the CEO of a third, which did the same work.

52. In 2015, following the unexpected death of his mentor, Gatena looked to reorient his professional life and deepen his connection to religious faith. He left the CEO position he had at the time, and co-founded Pray.

4. Michael Lynn

53. Michael Lynn (“Lynn”) is an expert in financial services. Lynn has an MBA from USC Marshall School of Business, where he graduated on the Dean’s List. Before Pray, Lynn worked as a Private Wealth Advisor at Merrill Lynch. While there, Lynn attained the Certified Private Wealth Advisor designation, an advanced credential for wealth managers.

54. Lynn first met Gatena at a panel about entrepreneurship, and they soon became friends. One night, Gatena shared his vision for what would become Pray. Lynn believed in Gatena's vision and agreed to join him, leaving behind a lucrative career in finance to co-found Pray.

B. Because of Its Expertise, Pray Developed the World's Leading Faith-Based Platform for Christians.

55. Pray's primary product is Pray.com. Distributed on the web and through smartphone apps, Pray.com offers a wealth of Christian audiovisual content, including prayers, Bible readings, meditations, music, and podcasts.

56. Pray.com is the world's number one app for daily prayer and faith-based media content, reaching more than 16 million people around the world.

57. In addition, Pray offers an enterprise product called PRAYStudio, which is an integrated suite of digital tools that allows ministries to distribute content widely and easily, reach new audiences and analyze the effectiveness of their outreach campaigns.

58. Pray's products have been extremely successful and their use is widespread. Pray and its founders have received numerous accolades:

- (a) In 2020, Pray.com became the highest-grossing religion-based smartphone app in history.
- (b) In 2019, Pray's co-founder, Gatena, was honored with C-Suite Quarterly's "40 under 40" Visionary Award.
- (c) In 2020, Pray was named one of LA Business Journal's Best Workplaces.
- (d) In 2021, Gatena was named one of the top 25 Consumer Health Tech Executives by the Healthcare Technology Report after working with the U.S. Surgeon General, Dr. Vivek Murthy.
- (e) In 2022, Pray.com was awarded "Best in Business" by Inc. Magazine.
- (f) In 2022, Pray.com was listed as an honorable mention in Fast Company's list of World Changing Ideas.
- (g) In 2023, Pray.com became Inc. 5000's fastest growing faith-based media company in the United States.
- (h) Pray was the first for-profit company to lead the National Day of Prayer with the President of the United States.
- (i) Pray was the only app to help the Vatican raise money to support refugees from war-torn countries.
- (j) Because of Pray's widespread success, Gatena was appointed by the President of the United States as a non-partisan advisor to the White House on economic and cybersecurity matters. Gatena has served under multiple presidential administrations.
- (k) Pray was asked by the federal Department of Health and Human Services and the National Institutes of Health to consult on issues

1 related to prayer and health.

2 **C. Pray Came Up With a New Product, Called Pray Health.**

3 59. Pray began working on Pray Health in 2021. Pray Health was intended
4 to satisfy an unmet market for mental health treatment via faith-based solutions
5 delivered through a digital interface. This is new. No one had ever done it before.

6 60. The idea for Pray Health came from a survey Pray conducted of its
7 Pray.com customers to identify why they were using Pray's existing products.
8 Many cited mental health issues, such as anxiety, worry, panic, depression and poor
9 sleep. Traditional mental-health coverage is expensive, hard to access and
10 sometimes not aligned with the values of the niche Christian market.

11 61. After the survey, Pray believed it could develop a unique faith-based
12 solution. The product would be called Pray Health. Pray knew it was best
13 positioned to do this work because it had years of data analytics on the niche
14 Christian market and also had developed cutting-edge technical expertise.

15 62. Pray Health was designed to be a faith-driven solution that would allow
16 consumers to access a marketplace of mental health services. Pray Health would
17 connect consumers to an array of mental-health services. It would also contract with
18 mental-health providers to provide services to Pray Health's faith-centered
19 members, as well as insurance companies, other medical payors, and employers who
20 wanted to offer mental-health coverage options consistent with Christian beliefs.

21 63. Pray developed Pray Health from scratch. This took substantial time
22 and money. Pray devoted about 20% of its workforce to Pray Health, to perform the
23 following tasks: develop software; develop the product's structure and design;
24 develop content for users; develop marketing strategies and PowerPoint
25 presentations; prepare sample product mock-ups; and prepare financial statements,
26 budgets, financial projections and business strategies. All of this work was specific
27 to Pray Health.

1 64. To develop Pray Health, Pray relied on the data it had collected for
2 years from the pool of its own 16 million existing customers. This data applies to
3 the niche Christian market as a whole, even those who were not Pray's customers.

4 65. Pray Health is different than all other existing mental health treatment
5 solutions, because it is targeted at the niche Christian marketplace and is also
6 offered through a first-of-its kind digital interface. Mental health solutions and
7 treatment had never been tailored to the niche Christian marketplace before. No one
8 had ever created a faith-based mental health solution using Pray Health's unique
9 digital interface.

10 D. **Pray Developed Confidential Information and Trade Secrets for**
11 **Pray Health.**

12 66. Pray developed commercially valuable confidential information and
13 trade secrets for Pray Health. These trade secrets cost Pray tens of millions of
14 dollars to develop. They are as follows:

15 1. **Marketing Strategy Based on Customer Data Analytics.**

16 67. The Pray Health marketing strategy was guided by data collected on
17 Pray's unique customer base. Over several years, Pray spent millions of dollars
18 collecting data on, and cultivating, its own unique customer base.

19 68. By way of example, Pray knew what marketing strategies would
20 attract, retain, and appeal to its customers, including the time of day to market,
21 response rates to different marketing media, to whom to market, what marketing
22 strategies work on specific geographic regions and racial groups, what color
23 schemes in the advertisements cause its customers to click an advertisement, and
24 ultimately what strategies are effective in getting customers to engage with and
25 purchase a faith-based product. This data is specific to the niche Christian market.

26 69. Further, the pool of customers was specifically seeking an alternative
27 faith-based mental health solution via a digital interface. Pray knew this from its
28 survey, which sparked the idea of Pray Health in the first place. All of this

1 confidential data informed whether Pray Health was a viable business. Once Pray
2 knew it was, this data also informed *how* Pray would market Pray Health.

3 70. Further, Pray's marketing strategy based on customer data analytics
4 informed specific confidential, proprietary components of the Pray Health product,
5 including its user interface and user experience designs, wire frames showing the
6 visual appearance of portions of the software, product specifications, content
7 development process materials, design materials, and financial research/projections.

8 **2. Peer-Reviewed Studies.**

9 71. In the early stages of developing Pray Health, Pray commissioned peer-
10 reviewed academic studies from leading subject matter experts. Pray knew its
11 customers desired a faith-based solution to mental health challenges, but wanted to
12 make sure it would work via a digital interface. This had never been done before.
13 This is why Pray pursued peer-reviewed studies. It is also why professors from top-
14 notch universities agreed to conduct these studies and were interested in the Pray
15 Health product.

16 72. For example, Todd Hall, a faculty member at Harvard University and
17 Biola University, worked on these studies. Pray worked with Mr. Hall through his
18 affiliation at Harvard's Human Flourishing Program. Pray also worked with UC
19 Berkeley's Haas Christian Fellowship. Pray worked with these prestigious
20 institutions to leverage Pray's data analytics and publish whitepapers on the topics
21 of religion and human flourishing exclusively for Pray's products, such as Pray
22 Health.

23 73. The professors and studies were peer-reviewed, independent, and
24 sought an objective look at whether or not something like Pray Health would work.

25 74. The studies were very detailed, not only focusing on the niche Christian
26 market, but also looking at specific subsets of that niche market, such as impact on
27 specific racial groups. Pray was able to commission these studies because of Pray's
28 market analytics, which informed the research studies. The data which comprised

1 the studies was extremely detailed and focused on a multitude of customer traits,
2 including demographics, spending habits, and customer acquisition and retention
3 trends, as well as customer geographic location.

4 75. While the peer-reviewed studies eventually became public, not all of
5 data underlying these studies was similarly disseminated. For example, the unique
6 customer data analytics, worth millions of dollars, has never been made public. Nor
7 have additional confidential learnings from the studies.

8 76. Additionally, the peer-reviewed studies informed specific confidential,
9 proprietary components of the Pray Health product, including its user interface and
10 user experience designs, wire frames showing the visual appearance of portions of
11 the software, product specifications, content development process materials, design
12 materials, and financial research/projections.

13 **3. Pray Health Product's Structure and Design.**

14 77. The structure and design of Pray Health was guided by data collected
15 on Pray's unique customer base and the peer-reviewed studies. Pray Health was
16 designed and structured based on the preferences and needs of Pray's own unique
17 clients, insights that are valuable to the larger faith-based community.

18 78. Pray also created a product development roadmap for Pray Health. The
19 product development roadmap showed how to properly sequence the introduction of
20 various mental-health wellness tools to consumers to make sure they are effective.
21 Pray had learned through its years of experience in this niche market that offering a
22 full suite of services up front was not effective in attracting customers. Rather, their
23 data analytics and experience was that product offerings must be properly sequenced
24 in order to effectively attract interest, convert interest into a sale, retain customers,
25 and proliferate the services in which they are interested.

26 79. This sequencing was grounded in Pray's customer data and analytics,
27 and knowing how this data was developed by what is referred to as "A/B testing."
28 This takes time and money. Pray did that work.

1 80. The Pray Health product development roadmap illustrated this unique
2 and specific sequencing, which is effective in the niche Christian marketplace.

3 81. In addition, Pray Health was structured and designed in a unique
4 manner to ensure HIPAA compliance.

5 **4. Unique Content Created for Pray Health.**

6 82. Pray's proprietary data also indicates what content will be effective for
7 this niche market. Based on this data Pray has developed a proprietary content
8 development playbook. Based on its proprietary playbook, Pray and its hired
9 contractors drafted unique content for users of Pray Health, including print, audio
10 and video media.

11 **E. Pray Protects All Its Confidential Information and Trade Secrets,**
12 **Including Those Related to Pray Health.**

13 83. Pray went to great lengths to protect its confidential information and
14 trade secrets related to Pray Health. As a result of substantial investments and
15 innovation, significant aspects of Pray Health are highly confidential and maintained
16 in strict confidence as trade secrets to protect the substantial investment Pray made
17 to develop them. This confidential information derives considerable value from not
18 being publicly known outside of Pray, due to the competitive advantage conferred
19 on Pray by the secret nature of the information, from both a technological and
20 business perspective.

21 84. Pray uses technological privacy protections to maintain the secrecy of
22 its confidential information and trade secrets related to Pray Health, including using
23 a commercial cloud-services provider with robust security features. Any access to
24 this proprietary information requires authorization and is encrypted to prevent
25 eavesdropping and interception.

26 85. Moreover, access to any specific files or information related to Pray
27 Health is limited according to the roles and responsibilities appropriate for a given
28 user. Information stored on Pray's cloud services account is not available to all Pray

1 employees. Rather, individual employees must be expressly and individually
2 granted access to specific files and information only as necessary for them to carry
3 out their job duties.

4 86. Pray also uses contractual agreements to protect its confidential
5 information and trade secrets. Each Pray employee signs multiple confidentiality
6 agreements, including an Information Restriction Agreement and an Employee
7 Invention Assignment and Confidentiality Agreement. These agreements require
8 Pray employees to keep company information in strict confidence and trust:

9 At all times, both during my employment and after its
10 termination, and to the fullest extent permitted by law, I
11 will keep and hold all Proprietary Information in strict
12 confidence and trust.

13 87. Pray also protects its confidential information and trade secrets that are
14 shared with third parties. Pray's management sometimes determines that it is in
15 Pray's business interest to share confidential business information with prospective
16 investors, customers, or commercial partners. Prior to sharing any confidential
17 information with a third party, however, Pray requires strict confidentiality from the
18 third party. This is sometimes in the form of a non-disclosure agreement. Pray
19 further requires that third parties receiving Pray's confidential information only use
20 that information for the business purpose that led to the information being shared.

21 88. When Pray prepares documents containing confidential information, it
22 places a distinctive marking on the bottom of the document, indicating that the
23 information contained within is confidential and should not be distributed:

24 **PRAY** Pray.com - Highly confidential - Not for distribution

25 **F. CCM is Not a Tech Company Like Pray.**

26 89. Unlike Pray, CCM does not specialize in software development,
27 mobile/online program development, or video, audio, and print production. Instead,
28 CCM facilitates the sharing of medical costs among Christians who pay into their

1 ministry, and coordinates the direct sharing of medical expenses among members.
2 That's it.

3 **G. CCM Told Pray that CCM Would Never Be Able to Build a**
4 **Product Like Pray Health on Its Own Because of CCM's Lack of**
5 **Technical Expertise.**

6 90. In late 2021, Pray and CCM interacted for the first time to explore
7 possible mutually beneficial business opportunities, including CCM's potential
8 investment in Pray.

9 91. All of the discussions were led on CCM's side by Harvath and Silvera.
10 At first, Harvath was CCM's Chief Operating Officer, but later was elevated to
11 Chief Executive Officer. Silvera was CCM's Vice President of Communications &
12 Government Affairs.

13 92. At the start, Pray required CCM to sign a confidentiality agreement.
14 Pray does this when discussing its business with third parties. Once signed, Pray
15 began sharing confidential information about its products regarding the Pray.com
16 platform. As part of that exchange, Pray shared its new confidential product in
17 development, Pray Health.

18 93. Pray shared with CCM, Harvath and Silvera the Pray Health
19 confidential information and trade secrets described in detail above at Paragraphs
20 66-82.

21 94. CCM, Harvath and Silvera loved Pray Health. CCM, Harvath and
22 Silvera said to Pray that CCM had never thought of doing something like Pray
23 Health before and that it was much needed in the niche Christian market.

24 95. CCM loved Pray Health so much that CCM's Chief Financial Officer,
25 Mark Joos, asked Pray-co-founder Lynn in March 2022 about providing CCM with
26 a right of first refusal for Pray Health.

27 96. CCM, Harvath and Silvera also expressed to Pray that CCM would
28 never be able to build a product like Pray Health on its own because of CCM's

1 shortcomings in software development, mobile/online program development, and
2 video, audio, and print production. CCM, Harvath and Silvera told Pray that CCM
3 lacked the technical expertise to build a product like Pray Health. CCM, Harvath
4 and Silvera further expressed to Pray that CCM would not be able to make
5 something like Pray Health commercially viable and HIPAA compliant.

6 97. CCM, Harvath and Silvera shared examples of their own technological
7 shortcomings. For example, CCM, Harvath and Silvera told Pray that CCM's own
8 IT department struggled for several years to develop a system to prevent its mass-
9 mailer e-mails from going into its members' spam folders. CCM's technical team
10 struggled with basic things like this, and CCM, Harvath and Silvera told Pray they
11 could never build a product like Pray Health.

12 **H. CCM, Harvath and Silvera Used Pray's Trade Secrets to Decide**
13 **Whether to Build Its Own Product.**

14 98. After seeing the confidential information and trade secrets described
15 above at Paragraphs 66-82, CCM, Harvath and Silvera conveyed to Pray that seeing
16 this made CCM, Harvath and Silvera believe for the first time that a product like
17 Pray Health was commercially viable. It also made CCM, Harvath and Silvera
18 believe that Pray Health was a business in which they wanted to participate and
19 which deserved their support.

20 99. Eventually, after making these assessments, CCM, Harvath and Silvera
21 decided to launch Pray Health without Pray. By doing this, CCM, Harvath and
22 Silvera improperly used Pray's trade secrets. Instead of using Pray's confidential
23 information solely for the purposes of helping Pray launch the Pray Health product,
24 they used that information (1) to make their own decision about whether or not to
25 proceed with a competing business; and (2) to decide how best to go about
26 proceeding, should they decide to do so. Each of these is an independently
27 actionable use of Pray's trade secrets.

1 100. Regardless of whether CCM’s product is launched, reliance on Pray’s
2 confidential information and trade secrets to evaluate the viability of such a
3 business, and decide whether or not to pursue such a business, is itself a use of trade
4 secrets under the DTSA and a violation of the SMSA.

5 101. Further, under the DTSA, any exploitation of a trade secret that is
6 likely to result in injury to the owner (Pray) or enrichment to the improper user
7 (CCM, Harvath and Silvera) constitutes use of the trade secret. Marketing goods
8 that embody the trade secret, employing the trade secret in production, relying on
9 the trade secret to assist or accelerate research or development, or soliciting
10 customers through the use of information that is a trade secret, all constitute use.
11 Even relying on trade secrets to make a decision as to whether or not to proceed
12 with a business is “use” under applicable law.

13 102. CCM, Harvath and Silvera did these things when they decided to steal
14 Pray’s Pray Health product, after realizing it was viable by obtaining Pray’s trade
15 secrets.

16 **I. Pray and CCM Entered Into the Strategic Marketing and Support**
17 **Agreement, dated May 6, 2022.**

18 103. As a result of CCM, Harvath and Silvera’s representations that it would
19 be a good-faith partner with Pray, Pray and CCM entered into the SMSA. The
20 SMSA is at issue in this action, and is the contract CCM breached.

21 104. CCM’s responsibilities under the SMSA include:

- 22 (a) “CCM will recommend and/or facilitate distribution of the
23 Pray.com products to the members of Medi-Share and its other
24 programs.” (SMSA ¶ 1(a).)
- 25 (b) “CCM will have the opportunity to appoint up to two advisors
26 from CCM to the Pray Spiritual Advisory Council (PSAC)
27 described in Section 2(b), as well as have the ability to
28 recommend additional members outside of CCM.” (SMSA ¶

1 (b).)

2 (c) **“Pray Health: CCM will support Pray.com in building out the**
3 **Pray Health brand.”** (SMSA ¶ 1(c), emphasis added.)

4 (d) “Lease of Office Space: CCM and Pray will work together on an
5 opportunity for Pray to use office space provided by CCM.”
6 (SMSA ¶ 1(d).)

7 105. Pray.com responsibilities in the SMSA include:

8 (a) “Pray.com will recommend and/or facilitate distribution of Medi-
9 Share and other CCM programs to subscribers of and visitors to
10 the Pray.com web properties.” (SMSA ¶ 2(a).)

11 (b) “Pray.com will create a Pray Spiritual Advisory Council (PSAC)
12 which will be comprised of executive leaders that are strong
13 Christians with a track record of success in their industry. This
14 council will help with corporate culture, industry research,
15 product development, and marketing activities from a Christian
16 worldview.” (SMSA ¶ 2(b).)

17 (c) “Pray.com will discuss in good faith ways to engage CCM in its
18 development of the Pray Health brand. In furtherance of the
19 foregoing, Pray.com will reserve to CCM a 30 day right of first
20 refusal on product lines offered under the ‘Pray Health’ brand
21 name; it being understood that Pray.com may hold an open
22 bidding process to solicit proposals from third parties for such
23 product lines, and CCM will then have 30 days to provide
24 matching or more competitive proposals once they are presented
25 to CCM from Pray.com. Thereafter, Pray.com may choose the
26 offer that it deems in good faith to be the most favorable to
27 Pray.com.” (SMSA ¶ 2(c).)

28 (d) The SMSA also requires Pray to share financial information with

CCM for as long as CCM holds a financial interest in Pray.
(SMSA ¶ 2(d).)

106. The SMSA also had a confidentiality provision, which defined
4 “Confidential Information” to mean “nonpublic information about the disclosing
5 Party’s (or third parties’) business or activities that is proprietary and confidential,
6 which will include all business, financial, technical and other information of a Party
7 marked or designated by such Party as ‘confidential’ or ‘proprietary;’ or information
8 which, if disclosed orally, is identified as confidential at or prior to disclosure.”
9 (SMSA ¶ 4(a).)

10 107. The SMSA says that each party agrees “(a) that it will not disclose to
11 any third party any Confidential Information disclosed to it by the other except as
12 expressly permitted in this Agreement and (b) that it will take all reasonable
13 measures to maintain confidentiality of all Confidential Information of the other
14 Party in its possession or control, which will in no event be less than the measures it
15 uses to maintain the confidentiality of its own information or similar important.”
16 (SMSA ¶ 4(b).)

17 108. “Subject to each Party's ownership of its pre-existing IP and any
18 improvements or derivatives thereto . . . Each Party grants the other Party a
19 nonexclusive, royalty-free license to use any of its own Work Product and
20 Background IP solely in connection with the provision of services as contemplated
21 herein or in any Definitive Agreement.”

22 109. Pray and CCM also agreed that the SMSA was governed by California
23 law and included a California forum selection clause. “This Agreement shall be
24 governed by and construed in accordance with the laws of the State of California
25 without regard to its conflict-of-law rules. Any dispute arising hereunder shall be
26 resolved within the state and federal courts located in the State of California.”

27 | (SMSA ¶ 11(c).)

1 **J. CCM Instilled Trust by Investing \$1.5 Million in Pray.com.**

2 110. At the same time the SMSA was executed, CCM also invested \$1.5
3 million into Pray.com. CCM intended, and Pray understood, this as a commitment
4 on CCM's part. CCM made this investment to gain Pray's trust, create good will,
5 and ultimately obtain Pray's confidential information and trade secrets related to
6 Pray Health.

7 111. CCM's investment further induced Pray to continue working with
8 CCM, including to continue sharing the confidential information and trade secrets
9 described above at Paragraphs 66-82 openly with CCM, Harvath and Silvera.

10 **K. The Initial One-Year Term of the SMSA was Extended by Pray**
11 **and CCM's Multiple "Definitive Agreements."**

12 112. To extend the initial one-year term of the SMSA, just one "Definitive
13 Agreement" is required. Pray and CCM entered into seven.

14 113. The SMSA provides that "[t]he Parties shall use good faith efforts to
15 negotiate to enter into future binding agreements with detailed and definitive terms
16 of the responsibilities outlined in Sections 1 and 2 . . . above (the 'Definitive
17 Agreements') as soon as reasonably practicable following the Effective Date."
18 (SMSA ¶ 2.)

19 114. The SMSA also provides: "[i]f the Parties do not mutually agree and
20 enter into any such Definitive Agreements during the initial 1-year term of this
21 Agreement, [the SMSA] shall automatically terminate and neither Party shall be
22 obligated to perform any responsibilities set forth in Sections 1 and 2."² (SMSA ¶
23 2.)

25

26 ² The SMSA shall "automatically renew for successive one-year renewal terms . . .
27 unless either Party elects to terminate the Agreement by giving the other Party
28 written notice at least forty-five (45) days prior to the end of the then-current term."
(SMSA ¶ 3.) Pray and CCM have never given written notice of termination of the
SMSA.

1 115. Pray and CCM entered into seven Definitive Agreements with full
2 knowledge and intent that they were “Definitive Agreements” as defined under
3 Paragraph 2 of the SMSA.

4 **1. Definitive Agreement No. 1—The Master Subscription
5 Agreement.**

6 116. Pray and CCM entered into the Master Subscription Agreement on
7 April 17, 2023. This is before the SMSA’s initial one-year term expired. The
8 Master Subscription Agreement was signed on behalf of CCM by Mark Joos,
9 CCM’s Chief Financial Officer.

10 117. Pray and CCM’s intent and purpose behind the Master Subscription
11 Agreement was to carry out CCM’s responsibility in Paragraph 1(a) of the SMSA,
12 which reads: “CCM will recommend and/or facilitate distribution of the Pray.com
13 products to the members of Medi-Share and its other programs.”

14 118. The Master Subscription Agreement is how CCM bought bulk
15 subscriptions to Pray.com for CCM’s members. This contract directly carries out
16 the purpose of Paragraph 1(a) of the SMSA. Thus, this is a Definitive Agreement
17 under Paragraph 2 of the SMSA and extends the initial 1-year term of the SMSA.

18 **2. Definitive Agreement Nos. 2, 3, 4—Insertion Orders.**

19 119. On June 30, 2022, August 19, 2022, and October 3, 2022, Pray and
20 CCM entered into three separate Insertion Orders. These were all before the
21 SMSA’s initial one-year term expired. The three Insertion Orders were signed on
22 behalf of CCM by Mark Joos, CCM’s Chief Financial Officer.

23 120. The Insertion Orders were contracts intended by Pray and CCM to
24 carry out Pray’s responsibility in Paragraph 2(a) of the SMSA, which reads:
25 “Pray.com will recommend and/or facilitate distribution of Medi-Share and other
26 CCM programs to subscribers of and visitors to the Pray.com web properties.”

27 121. The three Insertion Orders governed the placement of CCM advertising
28 on Pray.com platforms. These contracts directly carry out the purpose of Paragraph

1 2(a) of the SMSA; thus, these three Insertion Orders are Definitive Agreements
2 under Paragraph 2 of the SMSA and extend the initial one-year term of the SMSA.

3 **3. Definitive Agreement Nos. 5, 6, and 7—Master Services
4 Agreement, Statement of Work and Purchase Order.**

5 122. Pray and CCM entered into a Master Services Agreement on May 12,
6 2023. Silvera signed the Master Services Agreement on behalf of CCM. Pray and
7 CCM also entered into a Statement of Work, dated August 15, 2023. Harvath
8 signed the Statement of Work on behalf of CCM. CCM also signed a Purchase
9 Order on August 16, 2023, which was signed by Harvath on behalf of CCM.

10 123. Pray and CCM's purpose and intent behind the Master Services
11 Agreement, Statement of Work and Purchase Order was for Pray to provide CCM
12 with leads to Pray customers that might be interested in becoming CCM members.
13 Pray and CCM intended for these contracts to carry out Pray's responsibility in
14 Paragraph 2(a) of the SMSA, which reads: "Pray.com will recommend and/or
15 facilitate distribution of Medi-Share and other CCM programs to subscribers of and
16 visitors to the Pray.com web properties."

17 124. The Master Services Agreement, Statement of Work, and Purchase
18 Order all govern Pray's provision of leads from Pray.com to CCM. These contracts
19 directly carry out the purpose of Paragraph 2(a) of the SMSA. The Master Services
20 Agreement, Statement of Work and Purchase Order were intended by Pray and
21 CCM to be Definitive Agreements under Paragraph 2 of the SMSA.

22 125. Even though the Master Services Agreement, Statement of Work and
23 Purchase Order were signed after the initial one-year term of the SMSA, they
24 demonstrate Pray and CCM taking actions to carry out the terms of the SMSA
25 beyond the initial one-year term, demonstrating that CCM and Pray believed that the
26 SMSA was in full force and effect even after its initial one-year term.

4. The Parties' Oral Agreements and Course of Conduct

Confirmed Extension of the SMSA's Initial Term.

126. In addition to signing the Definitive Agreements described above, Pray and CCM also orally agreed that the Definitive Agreements extended the term of the SMSA beyond the initial one-year term. Pray and CCM acknowledged the existence of the Definitive Agreements. Neither Pray nor CCM ever said there were no Definitive Agreements. Neither Pray nor CCM ever said the SMSA had terminated.

127. The Parties' other actions after the initial one-year term of the SMSA also support that the SMSA was extended. Pray and CCM understood and intended that the SMSA was extended. For instance, after the initial one-year term, Pray offered Harvath advisory shares, which would grant him a seat on its Pray Spiritual Advisory Council as contemplated in Paragraphs 1(b) and 2(b) of the SMSA. Pray had also appointed two other Christian business leaders to the Pray Spiritual Advisory Council, whose purpose was to work on Pray Health.

128. Pray also continued to meet with CCM, Harvath and Silvera to share confidential information and trade secrets related to Pray Health, even after the one-year mark following execution of the SMSA. This demonstrates the Parties intended, believed, and acted as though the SMSA were in full force and effect.

L. Pray Transferred Confidential Information and Trade Secrets
Regarding Pray Health to CCM, Harvath and Silvera.

129. With the SMSA in place, Pray and CCM increased their rate of interactions with each other in furtherance of the relationship.

130. During the course of these interactions, Pray shared its confidential information and trade secrets about Pray Health with CCM, Harvath and Silvera, including the marketing strategy based on Pray's unique customer data analytics, peer-reviewed studies, Pray Health's structure and design, and unique content for users of Pray Health, as described in detail above at Paragraphs 66-82.

1 131. This confidential information and trade secrets were communicated in
2 writing and were marked as “Highly Confidential.” While going over the concepts
3 in the written documents, the Parties also spoke about them orally and made clear
4 their understanding that these oral discussions were also highly confidential. Thus,
5 the confidentiality provision of the SMSA (¶ 4) was triggered.

6 132. On June 13, 2022, Silvera, on behalf of CCM, and Potter, on behalf of
7 Pray, had dinner together in Anaheim, California. Before this dinner, a Pray
8 employee, Elsita Sanya, e-mailed Silvera saying that Silvera and Potter would
9 discuss substantive things about Pray Health, including “Who would be the right
10 person to brainstorm ideas around building out the PRAY Health brand and
11 engaging CCM into the product and services we’ll start selling under these efforts?”
12 At the dinner, Silvera and Potter discussed this as well as other confidential
13 information and trade secrets related to Pray Health, including those described
14 above at Paragraphs 66-82.

15 133. On behalf of CCM, Silvera and Harvath also travelled to California in
16 August 2022, September 2022, and April 2023, to have in-person meetings with
17 Pray to discuss in more detail the Pray-Health-specific confidential information and
18 trade secrets described in Paragraphs 66-82, above.

19 134. Pray felt comfortable having these confidential discussions with CCM,
20 Harvath, and Silvera because of the trust they had purposely instilled in Pray in
21 order to obtain confidential information and trade secrets about Pray Health, in
22 addition to the SMSA Agreement which assured that CCM would be using the
23 material only to support Pray. (SMSA ¶ 1(c).)

24 135. On April 24, 2023, before going to California, Silvera sent the
25 following group text message to Pray, including to Gatena and Potter, to cement that
26 trust and induce Pray to share confidential information and trade secrets with CCM,
27 Harvath and Silvera: “Brandon and I are back in LA this week (Wednesday and
28 Thursday) and I am flexible Thursday, would you like to get together to draft a pray

1 health plan including proof of concept and MVP?” On April 26, 2023, Silvera
2 texted the same group: “What does your schedule look like tomorrow afternoon?”
3 and “We are flexible on location and time after 1pm.”

4 136. Silvera also texted Potter individually, outside of the Pray group chat:
5 “That’s why I was asking about time to meet tomorrow on the group chat.” Silvera
6 continued: **“Was hoping we can get together to get a business plan for pray**
7 **health MVP formalized.”** (emphasis added). Potter responded: “Awesome!
8 Tomorrow I can meet up I know Steve just sent to the group chat to meet in the
9 afternoon.” Silvera was directing his actions at California to set up this in-person
10 meeting about Pray Health on April 27, 2023.

11 137. During the course of the in-person meeting on April 27, 2023, Pray
12 shared PowerPoint decks regarding Pray Health, which were shown and discussed
13 orally. These PowerPoint decks were marked “Highly Confidential” and the parties
14 understood that the discussions about the printed materials were also highly
15 confidential. The PowerPoint decks contained confidential information and trade
16 secrets described above at Paragraphs 66-82. Both Harvath and Silvera made
17 repeated affirmative comments of excitement and support of Pray Health at the
18 meeting.

19 138. A few months later, Silvera e-mailed Lynn, Beck and Gatena to say he
20 was available at 4:00 pm EST on July 11, 2023, or at 3:00 pm EST on July 12, 2023,
21 to have a call to discuss the roadmap for Pray Health (with expected timelines). The
22 subject line of the e-mail chain scheduling this meeting was called “Pray Health
23 Deck Update.” Silvera knew that Lynn, Beck and Gatena would be in California
24 during this call, and Lynn, Beck, and Gatena were, in fact, in California during the
25 call. During the subsequent Zoom meeting, the Pray-Health-specific confidential
26 information and trade secrets described in Paragraphs 66-82, above, were discussed.

27 139. Next, on July 28, 2023, Silvera wrote in a group text message with
28 Potter and Gatena the following: “Have a great Board Meeting.” In response,

1 Gatena wrote back “The board is fully supportive of moving forward with Pray
2 Health.” Silvera “loved” Gatena’s text message, and wrote “That’s awesome
3 news!” and “I can’t tell you how exciting this is.”

4 140. Silvera then texted the group the following: “People’s lives will change
5 for the better because of the work we will do to bring this to market.” Lynn and
6 Potter both “loved” this text message. Silvera then wrote “Love you guys... the
7 Lord has appointed this time and this team to make an impact on His people.”

8 141. On July 30, 2023, Silvera e-mailed Gatena, Potter, Lynn, and Beck to
9 discuss the “Pray Health Feature Set.” A feature set is the list of features the
10 product Pray Health was going to have when completed, in terms of how Pray
11 designed and intended the product to be. The specific feature set was based on the
12 marketing strategy stemming from Pray’s unique customer data analytics, peer-
13 reviewed studies, Pray Health’s structure and design, and unique content for users of
14 Pray Health, as described in detail above at Paragraphs 66-82.

15 142. Silvera wrote to Gatena in the same e-mail: “[j]ust wanted to review the
16 initial ‘launch’ feature set for Pray Health.” Silvera continued: “Can you send the
17 latest feature set list? I want to make sure we are all on the same page, as we have
18 had some different conversations over the past week or so.” Then Silvera closed the
19 e-mail: “Looking forward to going over the timelines necessary to develop certain
20 features. We have an opportunity to bring an [sic] special and impactful app into the
21 marketplace.”

22 143. In response, Gatena provided the intended Pray Health feature set and
23 Silvera replied: “Agreed!”

24 144. During the course of all of these interactions identified above, Pray
25 shared its confidential information and trade secrets about Pray Health with Harvath
26 and Silvera, on behalf of CCM, including the marketing strategy based on Pray’s
27 unique customer data analytics, peer-reviewed studies, Pray Health’s structure and
28

1 design, and unique user content created for Pray Health, as described in detail above
2 at Paragraphs 66-82.

3 **M. CCM CEO Harvath Demands a Board Seat and Cut-Rate Equity**
4 **an Pray Health.**

5 145. By August 2023, Harvath had been serving as CCM's Chief Executive
6 Officer for about five months. Harvath requested a meeting with Pray's
7 management team to give a presentation about Pray and CCM's business dealings to
8 the rest of the CCM management team. The presentation was scheduled for late
9 August 2023.

10 146. In the meantime, Pray kept performing under the SMSA. On August
11 14, 2023, Lynn shared a document with Silvera called "Pray Inc. CCM – Pray.com
12 Subscription Services – Pray Health Addendum 8-14-23." The purpose of this
13 agreement was to facilitate CCM's purchase of Pray Health subscriptions for
14 CCM's members. Curiously, CCM, Harvath and Silvera dragged their feet and
15 never signed.

16 147. By this time, CCM, Harvath and Silvera had already determined they
17 could create the Pray Health faith-based mental health solution without Pray.
18 Leading up to this meeting, Harvath wrote to Potter on August 21, 2023, about
19 Pray's draft presentation for the meeting: "You guys have to sharpen up the 'what's
20 in it for me' part. Bottom line on all of this – co-developing and building is one
21 thing, but making it clear how it helps CCM is something else. We can't just be a
22 sponsor buying air time and ad placement. Otherwise pray is just another 'channel'
23 to us."

24 148. The meeting went forward in late August 2023. As part of the meeting,
25 Pray showed a PowerPoint deck with sections about Pray Health, which included
26 aspects of the confidential information and trade secrets described in detail in
27 Paragraphs 66-82, above.

1 149. Specifically, page 10 of the PowerPoint deck discusses three
2 “proprietary growth strategies” including Pray Health. Page 10 disclosed Pray
3 Health’s user interface and user experience designs, as well as aspects of the wire
4 frames showing the visual appearance of portions of the software. All of this was
5 part of the marketing strategy and product structure/design based on customer data
6 analytics-informed, specific, confidential components of the Pray Health product, as
7 alleged in Paragraphs 66-70, 77-81, above.

8 150. Further pages 15 and 16 of the PowerPoint deck describe portions of
9 the Pray Health feature set that would be included in Pray Health, based on its
10 customer data analytics targeting the niche Christian market. All of this was part of
11 the marketing strategy and product structure/design based on customer data
12 analytics-informed, specific, confidential components of the Pray Health product, as
13 alleged in Paragraphs 66-70, 77-81, above.

14 151. The entire PowerPoint deck, including these pages, was marked
15 “Highly Confidential – Not for distribution.” The participants at the meeting, from
16 both Pray and CCM, knew that the printed materials, and oral discussions about the
17 printed materials, were highly confidential.

18 152. After Pray finished its presentation, Harvath ended the meeting by
19 demanding that Pray give Harvath a seat on its board of directors and the right for
20 CCM to purchase equity in Pray at a below-market price. This had not been
21 discussed prior to the meeting. Pray’s management did not respond to CCM’s
22 demand at the meeting.

23 N. **Once CCM, Harvath and Silvera Had Obtained Enough Pray**
24 **Health Confidential Information and Trade Secrets, They Stopped**
25 **Communicating with Pray.**

26 153. Pray’s management was surprised by Harvath’s demands during the
27 August 2023 meeting. The demands came out of the blue.

28 154. Within a few days of the meeting, Pray responded to CCM’s demand.

1 Pray's management explained to CCM that Pray was not in a position to offer
2 Harvath a board seat with Pray unless CCM made a substantial additional
3 investment in Pray, *i.e.*, over \$10 million. When Harvath learned that Pray would
4 not acquiesce to his demand, he was upset.

5 155. But CCM had no intention of actually discussing the matter further or
6 making an additional investment in Pray. On September 4, 2023, Lynn wrote to the
7 group chat which included Silvera: "Evelio. Are we supposed to have an investment
8 meeting tomorrow with CCM? I thought that is what we agreed to have but we did
9 not receive a cal[endar] invite." Silvera responded: "I'm not sure we can meet
10 tomorrow. Need to confirm in the morning, may have to Re-schedule."

11 156. Over the next few weeks, CCM tried to reschedule the meeting with
12 Pray. But the meeting never happened. CCM stopped communicating with Pray
13 altogether.

14 157. This was confusing to Pray because Harvath had recently told Pray that
15 Pray Health was an urgent project. As a result, Pray mobilized the team and got
16 ready to move quickly. But then CCM, Harvath and Silvera stopped engaging with
17 Pray altogether.

18 **O. CCM, Harvath and Silvera Used Pray's Trade Secrets, and**
19 **Announced Their Stolen Product to Thousands of People at an**
20 **Industry Conference.**

21 158. In September 2023, Pray realized why CCM had stopped engaging.
22 That month, AACC was hosting its annual Know Hope World Conference at a hotel
23 in Nashville, Tennessee.

24 159. Pray co-founder Matthew Potter attended the conference. During the
25 conference, Potter met with the CEO of AACC, Ben Allison. Potter and Allison had
26 a long-time relationship, which predated CCM's relationship with AACC. During
27 the meeting, Potter told Allison about Pray Health (in generalities). To Potter's
28 surprise, Allison suggested Potter speak to CCM, Harvath and Silvera because he

1 said they were working on a new, cutting-edge faith-based mental health solution
2 too. These people working on the product were the same people Pray had been
3 working with for over a year and a half, sharing substantial confidential information
4 and trade secrets about Pray Health.

5 160. Allison then showed Potter a demo of CCM's faith-based mental health
6 solution. It was on a secure, private website, which required a password. Once
7 Allison logged in, Potter saw a demo for CCM's mental health product. Potter, who
8 had been intimately involved in the development of Pray Health and attended many
9 meetings with Harvath and Silvera, on behalf of CCM, knew right away that CCM,
10 Harvath and Silvera had stolen Pray's confidential information and trade secrets
11 described above in Paragraphs 66-82 to develop the demo. The demo was obviously
12 influenced and inspired by Pray Health because it was so similar to Pray Health.³

13 161. Potter recognized in the demo key Pray Health trade secrets which had
14 been communicated to CCM, Harvath and Silvera in confidential documents and
15 communications several times during the prior year and a half. For example, the
16 demo showed that CCM's product included features from Pray Health's feature set,
17 as shown on pages 15 and 16 of the PowerPoint deck, which had been shown to
18 CCM, Harvath and Silvera most recently just weeks before in the confidential
19 meeting between Pray and CCM in late August 2023.

20 162. This confidential information and trade secrets had been communicated
21 from Pray to CCM, Harvath and Silvera all along, from 2022 through August 2023.
22 CCM had stolen Pray's product.

23 163. Potter also recognized that it would have taken CCM and AACC a very
24 long time to develop this product on their own, if they could have done it at all.

25
26 ³ Pray sought more information and documents regarding CCM's competing product
27 by serving requests for production on CCM on February 16, 2024. To date, CCM
28 has not produced any documents related to its competing product, despite the
Court's instructions at the Rule 16 conference to proceed with discovery.

1 164. Allison also told Potter that CCM's product was going to be available
2 in all 50 states, including California, just as was the plan for Pray Health.

3 165. Importantly, the demo that Potter viewed required knowledge of
4 materials and concepts that CCM had explicitly told Pray that it did not have the
5 competence, knowledge or expertise to accomplish before being exposed to the Pray
6 Health confidential information and trade secrets. Indeed, CCM told Pray that it
7 decided to go into this business with Pray only after reviewing the Pray Health trade
8 secrets and determining, based on those materials, that the business would be
9 successful.

10 166. By doing this, CCM, Harvath and Silvera improperly used and
11 disclosed Pray's trade secrets. Instead of using Pray's confidential information and
12 trade secrets solely for the purposes of helping Pray launch the Pray Health product,
13 they used that information (1) to make their own decision about whether or not to
14 proceed with a competing business; (2) to decide how best to go about proceeding,
15 should they decide to do so; and (3) to develop a product that would compete with
16 Pray Health and disclosed the Pray Health trade secrets to AACC.

17 167. Under the DTSA, each of these items is an independently actionable
18 use of Pray's trade secrets. CCM, Harvath and Silvera have benefited and will
19 continue to benefit from their use of Pray's trade secrets as they develop their
20 product which competes with Pray Health.

21 168. Relying on Pray's confidential information and trade secrets to evaluate
22 the viability of such a business, and whether or not to pursue such a business, is
23 itself a use of trade secrets under the DTSA.

24 169. Further, under the DTSA, exploitation of a trade secret that is likely to
25 result in injury to the owner (Pray) or enrichment to the improper user (CCM,
26 Harvath, and Silvera) constitutes use of the trade secret. Marketing goods that
27 embody the trade secret, employing the trade secret in production, relying on the
28 trade secret to assist or accelerate research or development, or soliciting customers

1 through the use of information that is a trade secret all constitute use. Even relying
2 on trade secrets to make a decision as to whether or not to proceed with a business is
3 “use” under applicable law. CCM, Harvath and Silvera did these things when they
4 decided to steal Pray’s Pray Health product, after realizing it was viable by way of
5 seeing Pray’s trade secrets.

6 170. Moreover, CCM, Harvath and Silvera improperly acquired the Pray
7 Health trade secrets. CCM, Harvath and Silvera were intentionally concealing the
8 fact that they were (at some point when the applicable agreements were in force)
9 secretly working with AACC to develop and launch their own copy-cat mental
10 health product without Pray. After this point in time, CCM, Harvath and Silvera’s
11 acquisition of the Pray Health trade secrets from Pray was improper because CCM,
12 Harvath and Silvera—when they acquired the trade secrets—intended to use them in
13 violation of the SMSA to develop and launch their own faith-based mental health
14 solution with AACC.

15 171. Given his deep involvement in the development of the Pray Health
16 trade secrets, described above in Paragraphs 66-82, his presence at most of the
17 meetings with CCM, Harvath and Silvera where the Pray Health trade secrets were
18 discussed, and his extensive experience in the technology and app development
19 industry, Potter knew it would have been impossible for CCM, Harvath and Silvera
20 to develop the CCM demo independently without the use of Pray’s confidential
21 information and trade secrets related to Pray Health. Moreover, CCM had
22 assured—both explicitly in word and deed through its contracts—that it was
23 pursuing Pray Health with Pray and no one else. Therefore, there is no way other
24 than by use of Pray’s trade secrets that CCM could have accomplished what Potter
25 saw in CCM’s demo. For all these reasons, Potter’s intuition that the confidential
26 information and trade secrets had been stolen was accurate.

27 172. The same day, Potter attended a keynote address at the conference.
28 During the keynote address, Harvath announced that CCM was partnering with

1 AACC to create a brand-new faith-based mental health solution, *i.e.*, the demo he
2 had first seen just hours earlier.

3 173. During the presentation, Harvath said: “Today Tim [Clinton] and I are
4 excited to announce that we are locking arm in arm as two incredible world class
5 organizations—the AACC and Christian Care Ministry—in creating the world’s
6 first faith-based mental health and wellness solution. Friends, this is a historic
7 moment.” This was a lie. CCM, Harvath and Silvera knew it was a lie.

8 174. Harvath continued: “To build the world’s first faith-based network of
9 Christian counselors, clinicians, and non-clinicians and to build a ***faith-based***
10 ***mental health solution*** for the Church. So it was a historic night in so many ways.
11 No one else is doing this work right now and we couldn’t be more excited than to
12 lock arms with a faith-based organization like the AACC to bring these kinds of
13 solutions to the Church.” This was another lie, and CCM, Harvath and Silvera knew
14 it. Significantly, several of the phrases used by Harvath were copied directly from
15 Pray’s confidential PowerPoint deck shared with CCM, Harvath, and Silvera at the
16 meeting in late August 2023 which uses the same language —discussing bringing to
17 market a “***faith-based mental health solution*** PRAY Health” and the fact that Pray
18 Health is the first in the world.

19 175. After Harvath’s keynote address was over, he sat down with Silvera to
20 film a segment to discuss the announcement. On camera, both smiling, Harvath and
21 Silvera bragged how CCM’s debut product was new, had never been done before,
22 and was revolutionary. Silvera said emphatically: “It’s more than just the logo and
23 the sponsorship. It’s an exciting launching for something truly, truly historic.”

24 176. A YouTube video covering this announcement was posted by CCM,
25 directed at consumers in all 50 states, including California. That YouTube video is
26 still available here: <https://www.youtube.com/watch?v=tvfSGRitihQ>.

27 177. The same is true of an article posted on CCM’s website, which was
28 available here: <https://blog.mychristiancare.org/christian-care-ministry-announces->

1 partnership-with-aacc. However, after Pray filed its original complaint, CCM
2 removed the content from the website. Like the YouTube video, this article was
3 directed at consumers in all 50 states, including California.

4 178. Another website CCM post, which was available at
5 <https://www.medishare.com/cfn/aacc> announced that CCM's faith-based mental
6 health solution would launch in the Spring of 2024 and solicited e-mail addresses
7 from consumers interested in more information. After Pray filed its original
8 complaint, however, CCM removed all mention of its faith-based mental health
9 solution from the website. Here again, the website was directed at and solicited e-
10 mail addresses from consumers in all 50 states, including California.

11 179. After Harvath's keynote address, Potter ran into both Harvath and
12 Silvera. Both looked visibly uncomfortable to see him when they realized Potter
13 had seen Harvath's announcement.

14 180. Harvath and Silvera also realized that Potter had seen all of the outside
15 vendors CCM had been working with to spread the word of its copy-cat faith-based
16 mental health solution. Potter had, in fact, seen that many outside vendors and
17 organizations in the Christian business space were there specifically to learn about
18 CCM's faith-based mental health solution.

19 181. Later the same day, Potter ran into Harvath and Silvera again. During
20 this second interaction, hours later, Harvath tried to recruit Potter by suggesting that
21 he'd be better off working with them at CCM, rather than at Pray. Harvath was
22 trying to mitigate the fact that CCM's secret had been revealed to Potter. Potter, of
23 course, did not entertain Harvath's offer.

24 182. The circumstantial evidence, moreover, is strong that CCM, Harvath
25 and Silvera stole Pray's confidential information and trade secrets related to Pray
26 Health. For example, CCM partnered with AACC, which originally was Pray's idea
27 and acknowledged a pre-existing relationship. CCM even went so far as to use the
28 same public relations firm Pray was using for Pray Health. Notably, CCM fired both

1 Harvath and Silvera after Pray's original complaint was filed, which indicates
2 wrongdoing.

3 183. CCM, Harvath and Silvera concealed their wrongful conduct. Months
4 earlier, Silvera discouraged Pray from reaching out to AACC, saying that AACC's
5 President Tim Clinton was unethical and forwarding a link to a news story about a
6 lawsuit accusing Clinton of fraud.

7 184. Only a few months later however, CCM revealed its own collaboration
8 with AACC. In retrospect, it is obvious what Silvera was doing. He didn't want
9 anyone from Pray speaking with AACC because Pray would likely learn what CCM
10 was doing and its ongoing theft.

11 185. As trusted partners under the SMSA, CCM, Harvath and Silvera had
12 front row seats to Pray's confidential and proprietary business strategies and had
13 access to Pray's confidential and proprietary information related to Pray Health.

14 186. As explained above, CCM, Harvath and Silvera had and continue to
15 have a duty to maintain the confidentiality of Pray's trade secrets and confidential
16 information under the SMSA. They also collectively had and continue to have an
17 obligation not to disclose or use Pray's trade secret information for purposes beyond
18 the SMSA. By using the Pray Health confidential and proprietary trade secrets to
19 decide to proceed with its business, and (separately) using that information to
20 develop a competing product to Pray Health (as witnessed in the demo by Potter),
21 CCM breached its contractual obligations in the SMSA, and CCM, Harvath and
22 Silvera misappropriated Pray's trade secrets.

FIRST CAUSE OF ACTION

Breach of Contract

(Against Defendant CCM)

26 | 187. Pray incorporates and re-alleges every allegation in Paragraphs 1-186,
27 | above, as if fully set forth herein.

1 188. The SMSA was, and remains, a binding, valid and enforceable contract,
2 with consideration, whose terms had not expired, that Pray and CCM voluntarily
3 entered into.

4 189. The SMSA had an initial term of one year, which was extended
5 pursuant to the terms of the SMSA. Specifically, the SMSA provides that if the
6 parties enter into “Definitive Agreements,” as that term is defined under Paragraph 2
7 of the SMSA, the term would be extended.

8 190. Pray and CCM entered into seven Definitive Agreements. The first
9 was the Master Subscription Agreement dated April 17, 2023. The second, third,
10 and fourth were three separate Insertion Orders, signed on June 30, 2022, August
11 19, 2022, and October 3, 2022, respectively. The fifth, sixth, and seventh were a
12 Master Services Agreement, Statement of Work, and Purchase Order, signed on
13 May 12, 2023, August 15, 2023, and August 16, 2023, respectively. See Paragraphs
14 112-128, above, for a detailed description of each Definitive Agreement.

15 191. Pray and CCM also orally agreed that the Definitive Agreements above
16 extended the term of the SMSA beyond the initial one-year term.

17 192. Pray and CCM’s actions also confirm that the SMSA was extended
18 beyond the initial one-year term. Specifically, after the initial one-year term, Pray
19 offered Harvath advisory shares, which would grant him a seat on Pray’s Pray
20 Spiritual Advisory Council, contemplated in Paragraphs 1(b) and 2(b) of the SMSA.
21 Pray had also appointed two other Christian business leaders to the Pray Spiritual
22 Advisory Council, whose purpose was to work on Pray Health. Also, neither Pray
23 nor CCM ever expressed orally or in writing that the term of the SMSA should or
24 would expire.

25 193. Pray performed as promised in the SMSA, and to the utmost extent
26 possible fulfilled each and every term of this contract, except as to any terms that it
27 was prevented or excused from performing.

1 194. CCM materially breached the SMSA in two ways. First, CCM
2 breached the SMSA's provision which says "CCM will support Pray.com in
3 building out the Pray Health brand." (SMSA ¶¶ 1(c) and 5.) Rather than supporting
4 Pray in building out Pray Health, after CCM obtained all of the confidential
5 information and trade secrets regarding Pray Health, as described in Paragraphs 66-
6 82 above, CCM used Pray's trade secrets to build a copy-cat faith-based mental
7 health solution. CCM stole Pray Health, and all related confidential information and
8 trade secrets.

9 195. CCM also announced in front of 7,000 people at an industry conference
10 that it *alone*—i.e., without Pray—would be launching a first-of-its-kind faith-based
11 mental health solution. In reality, CCM did nothing more than steal Pray Health
12 from Pray. This breached CCM's duties under Paragraph 1(c) and Paragraph 5 of
13 the SMSA.

14 196. The second way CCM materially breached the SMSA was by
15 breaching the confidentiality provision of the SMSA. (SMSA ¶ 4.)

16 197. CCM communicated the confidential information and trade secrets
17 regarding Pray Health to AACC behind Pray's back, which is a violation of
18 Paragraph 4 of the SMSA. As proven by the demo which Allison showed Potter
19 during the AACC conference in September 2023, CCM relied on, used, stole, and
20 benefitted from the confidential information and trade secrets regarding Pray Health,
21 as described in Paragraphs 66-82 above, and disclosed that confidential information
22 and trade secrets to AACC during the development of the demo.

23 198. As a proximate result of CCM's conduct, Pray has suffered damages in
24 an amount subject to proof at trial, but no less than \$250 million. These damages
25 consist of lost profits, as well as loss of business value of Pray Health. Further, Pray
26 lost all opportunities to obtain funding to launch Pray Health. All of this is caused
27 by Defendant's wrongdoing.

SECOND CAUSE OF ACTION

Breach of the Implied Covenant of Good-Faith and Fair Dealing (Against Defendant CCM)

199. Pray incorporates and re-alleges every allegation in Paragraphs 1-186, above, as if fully set forth herein.

200. The SMSA was a valid and enforceable contract that existed between Pray and CCM.

201. Pray performed as promised in the SMSA, and to the utmost extent possible fulfilled each and every term of this contract, except as to any terms that it was prevented or excused from performing.

202. Pray bargained for and received a promise from CCM that CCM would support Pray in launching Pray Health. This was one of the benefits of the contract for Pray.

203. To the extent that CCM's actions in developing a product competitive with Pray Health did not violate an explicit term in the SMSA, Pray alleges, in the alternative, that CCM prevented Pray from receiving that benefit of the SMSA by developing a product that would directly compete with Pray Health.

204. By doing so, CCM engaged in a conscious and deliberate act to frustrate the purpose of the SMSA. CCM did not act fairly—or in good faith—and in conscious disregard of its duties owed to Pray under the SMSA.

205. As a proximate result of CCM's conduct, Pray has suffered damages in an amount subject to proof at trial, but no less than \$250 million. These damages consist of lost profits, as well as loss of business value of Pray Health. Further, Pray lost all opportunities to obtain funding to launch Pray Health. All of this is caused by Defendant's wrongdoing.

THIRD CAUSE OF ACTION

Violation of the Defend Trade Secrets Act (DTSA)

(18 U.S.C. §§ 1836(b), 1839 *et seq.*)

(Against All Defendants)

206. Pray incorporates and re-alleges every allegation in Paragraphs 1-186, above, as if fully set forth herein.

207. Pray is the owner of certain confidential, valuable trade secrets relating to Pray Health, as previously discussed. Specifically, this includes the marketing strategy based on Pray's unique customer data analytics; peer-reviewed studies related to Pray Health, including non-public confidential aspects of the studies; Pray Health's structure and design; and unique content for users created for Pray Health, as described in detail above at Paragraphs 66-82.

208. These trade secrets, which are not publicly disclosed, relate to Pray's products and services used in or intended for use in interstate and foreign commerce. These confidential and proprietary trade secrets are of substantial economic value and have conferred a competitive advantage to Pray, and Pray has spent a significant amount of time and money developing such confidential information and trade secrets.

209. At all times, Pray has taken reasonable steps to maintain the secrecy of its trade secrets, including by requiring confidentiality agreements to be signed by Pray's employees and any other party granted access to Pray's trade secrets, as well as using technological means to maintain the secrecy of Pray's trade secrets.

210. In the course of Pray's commercial relationship with CCM, Pray afforded CCM, Harvath and Silvera limited access to and limited use of Pray's confidential information and trade secrets, which CCM, Harvath and Silvera had a duty to maintain as confidential. Further, CCM executed the SMSA, where it expressly acknowledged and confirmed the confidential nature of these secrets.

211. As stated above, Pray sells its solutions throughout the United States.

1 The confidential information and trade secrets to which CCM, Harvath and Silvera
2 had access are related to Pray's products and services that are used in, or intended
3 for use in, interstate or foreign commerce.

4 212. Harvath, Silvera and other employees of CCM misappropriated Pray's
5 confidential information and trade secrets to benefit themselves and CCM, and to
6 allow CCM to unfairly compete against Pray by using Pray's trade secrets, including
7 in this District. Misappropriation of this type of information undermines Pray's
8 competitive position in the highly competitive technology solutions and healthcare
9 industries.

10 213. Harvath, Silvera and CCM knew or should have known that Pray's
11 trade secrets (a) are confidential; (b) were acquired by a person who knew or had
12 reason to know that the trade secret was acquired by improper means, or were
13 disclosed or used without express or implied consent by a person who—(i) used
14 improper means to acquire knowledge of the trade secret; or (ii) at the time of
15 disclosure or use, knew or had reason to know that the knowledge of the trade secret
16 was—(I) derived from or through a person who had used improper means to acquire
17 the trade secret; (II) acquired under circumstances giving rise to a duty to maintain
18 the secrecy of the trade secret or limit the use of the trade secret; or (III) derived
19 from or through a person who owed a duty to Pray to maintain the secrecy of the
20 trade secret or limit the use of the trade secret; (c) were developed or acquired by
21 Pray at great expense and effort; (d) are maintained as confidential and are not
22 generally available to the public or Pray's competitors; (e) would provide significant
23 benefit to a competitor seeking to compete with Pray; and (f) are critical to Pray's
24 ability to conduct its business successfully.

25 214. CCM, Harvath and Silvera improperly acquired the Pray Health trade
26 secrets. CCM, Harvath and Silvera intentionally concealed the fact that they were
27 (at some point when the applicable agreements were in force) secretly working with
28 AACC to develop and launch their own copy-cat mental health product without

1 Pray. After this point in time, CCM, Harvath and Silvera's acquisition of the Pray
2 Health trade secrets from Pray was improper because CCM, Harvath and Silvera—
3 when they acquired the trade secrets—intended to use them in violation of the
4 SMSA to develop and launch their own faith-based mental health solution with
5 AACC.

6 215. CCM, Harvath and Silvera improperly used and disclosed Pray's trade
7 secrets when, instead of using Pray's confidential information solely for the
8 purposes of helping Pray launch the Pray Health product, they used that information
9 (1) to make their own decision about whether or not to proceed with a competing
10 business; (2) to decide how best to go about proceeding, should they decide to do so;
11 and (3) to develop a product that would compete with Pray Health and disclosed the
12 Pray Health trade secrets to AACC.

13 216. Each of these items is an independently actionable use of Pray's trade
14 secrets. Defendants have benefited and will continue to benefit from their use of
15 Pray's trade secrets as they develop their product, which competes with Pray Health.

16 217. Even if CCM's product is never launched, relying on Pray's
17 confidential information and trade secrets to evaluate the viability of such a
18 business, and whether or not to pursue such a business, is itself a use of trade secrets
19 under the DTSA.

20 218. CCM, Harvath and Silvera did this with an intent to deceive Pray, by
21 concealing certain facts, and misrepresenting other facts. This was designed to
22 induce Pray into continuing to cooperate with CCM, Harvath and Silvera and to
23 share trade secrets with CCM, Harvath and Silvera.

24 219. Harvath, Silvera and other CCM employees who misappropriated
25 Pray's trade secrets are agents of CCM, and their misappropriation of Pray's trade
26 secrets occurred, and is occurring, during the course of and within the scope of their
27 employment at CCM. Their improper actions, including using the trade secrets to
28 make the decision as to whether or not CCM should pursue a competing business,

1 transferring Pray's confidential and trade secret information to AACC, acquiring the
2 trade secrets after they had already decided to use the trade secrets in violation of
3 the SMSA, and using such information to create a product to compete with Pray
4 Health, were substantially within the temporal and spatial scope of their
5 employment with CCM and were for the purpose of giving CCM an unfair
6 advantage against Pray.

7 220. CCM is therefore at least vicariously liable for Harvath, Silvera and
8 other CCM employees' misappropriation of Pray's trade secrets, in addition to being
9 directly liable for its own improper, acquisition, use and disclosure of Pray's trade
10 secrets as alleged herein.

11 221. At no time has Pray consented to Harvath, Silvera, or CCM's improper
12 acquisition, disclosure, or use of Pray's trade secrets for any reason unrelated to the
13 purposes of the SMSA.

14 222. As a direct and proximate result of Harvath, Silvera, or CCM's current
15 and continued misappropriation of Pray's trade secrets, Pray has been damaged,
16 including but not limited to the loss of goodwill and profits. Additionally, CCM has
17 been unjustly enriched, while at the same time Pray has been prevented from
18 launching its Pray Health product.

19 223. Defendants have engaged in the actual and threatened misappropriation
20 of Pray's confidential information, including trade secrets, in violation of the DTSA.

21 224. The actions of the Defendants were and continue to be intentional,
22 willful, outrageous, and malicious, justifying actual and exemplary damages to the
23 extent permitted under the law.

FOURTH CAUSE OF ACTION

Concealment

(Against All Defendants)

27 225. Pray incorporates and re-alleges every allegation in Paragraphs 1-186,
28 above, as if fully set forth herein.

1 226. Pray and CCM entered into the SMSA, and seven “Definitive
2 Agreements” as that term is defined by the SMSA. The purpose of these
3 agreements was for Pray and CCM to explore mutually beneficial business
4 opportunities.

5 227. As part of the information exchange, Pray told CCM, Harvath and
6 Silvera about Pray Health. CCM, Harvath and Silvera loved the idea, and expressed
7 that there was no way CCM could ever do something like Pray Health on its own
8 due to CCM’s lack of technical expertise.

9 228. Throughout the course of their interactions between early 2022 and
10 August 2023, CCM, Harvath and Silvera intentionally kept secret their plan to steal
11 Pray’s trade secrets related to Pray Health and launch their own copy-cat faith-based
12 mental health solution.

13 229. As Pray kept providing its Pray Health-specific confidential
14 information and trade secrets, CCM, Harvath and Silvera had numerous
15 opportunities to disclose their plan. But they didn’t.

16 230. Between early 2022 and August 2023, Pray, on the one hand, and
17 CCM, Harvath and Silvera, on the other hand, engaged in four in-person meetings,
18 31 Zoom calls, six Google Meet-Up meetings, and one Microsoft Teams meeting.
19 At no time during any of these dozens of interactions did CCM, Harvath or Silvera
20 reveal their plan to launch a competing product.

21 231. Additionally, in mid-2023, Silvera actively discouraged Pray from
22 reaching out to AACC. Silvera told Pray that AACC’s President, Tim Clinton, was
23 unethical and forwarded a link to a news story about a lawsuit accusing Clinton of
24 fraud.

25 232. Silvera did this, on behalf of CCM, in order to prevent Pray from
26 contacting AACC. If Pray reached out to AACC, Pray would find out what CCM,
27 Harvath and Silvera were doing. Silvera’s actions were intentionally done to
28 conceal CCM, Harvath and Silvera’s secretive business relationship with AACC

1 regarding their copy-cat faith-based mental health solution. By doing this, Silvera
2 was preventing Pray from discovering what was going on.

3 233. CCM, Harvath and Silvera were successful in concealing these secrets
4 from Pray. Pray did not find out what CCM, Harvath and Silvera were doing until
5 Potter met with Allison at the September 2023 conference. Allison showed Potter
6 the demo of CCM’s “new” mental health solution. But Potter realized right away
7 what had happened. CCM, Harvath and Silvera had concealed their plan for over a
8 year, despite frequent interactions with Pray.

9 234. CCM, Harvath and Silvera concealed these relevant facts intentionally,
10 with the goal of deceiving Pray. CCM, Harvath and Silvera knew that if they
11 appeared to be acting in good faith, Pray would continue to openly share the
12 commercially valuable confidential information and trade secrets regarding Pray
13 Health, including marketing strategy based on Pray's unique customer data
14 analytics, peer-reviewed studies, Pray Health's structure and design, and unique
15 content for users of Pray Health, as described in detail above at Paragraphs 66-82.

16 235. Had Pray known the truth, Pray would never have openly shared the
17 valuable confidential information and trade secrets with CCM, Harvath and Silvera.

18 236. As a result, Pray was harmed. Pray was robbed of being the “first
19 mover” in the small, niche Christian marketplace. Further, because of the
20 announcement that Harvath made at the September 2023 conference, potential
21 investors in Pray Health dried up.

22 237. CCM, Harvath and Silvera's concealment was a substantial factor in
causing this harm to Pray.

FIFTH CAUSE OF ACTION

Intentional Misrepresentation (Against All Defendants)

27 238. Pray incorporates and re-alleges every allegation in Paragraphs 1-186,
28 above, as if fully set forth herein.

1 239. Pray and CCM entered into the SMSA and seven “Definitive
2 Agreements” as that term is defined by the SMSA. The purpose of these
3 agreements was for Pray and CCM to explore mutually beneficial business
4 opportunities, including Pray Health.

5 240. CCM, Harvath and Silvera loved Pray Health. Further, throughout the
6 Parties’ interactions between early 2022 and August 2023, CCM, Harvath and
7 Silvera on many occasions affirmatively stated to Pray that they would be
8 supportive of Pray as it launched the Pray Health faith-based mental health solution.

9 241. Specifically, on July 28, 2023, Silvera, on behalf of CCM, wrote in a
10 group text message with Potter and Gatena the following: “Have a great Board
11 Meeting.” In response, Gatena wrote back “The board is fully supportive of moving
12 forward with Pray Health.” Silvera “loved” Gatena’s text message, and wrote
13 “That’s awesome news!” and “I can’t tell you how exciting this is.”

14 242. Silvera then texted the group, on behalf of CCM, the following:
15 “People’s lives will change for the better because of the work we will do to bring
16 this to market.” Lynn and Potter both “loved” this text message. Silvera then wrote
17 “Love you guys... the Lord has appointed this time and this team to make an impact
18 on His people.”

19 243. On July 30, 2023, Silvera, again on behalf of CCM, e-mailed Gatena,
20 Potter, Lynn, and Beck to discuss the “Pray Health Feature Set.” A feature set is the
21 list of features the product Pray Health was going to have when completed, in terms
22 of how Pray designed and intended the product to be. The specific feature set was
23 based on the marketing strategy stemming from Pray’s unique customer data
24 analytics, peer-reviewed studies, Pray Health’s structure and design, and unique
25 content for users of Pray Health, as described in detail above at Paragraphs 66-82.

26 244. Silvera wrote to Gatena in the same e-mail: “[j]ust wanted to review the
27 initial ‘launch’ feature set for Pray Health.” Silvera continued: “Can you send the
28 latest feature set list? I want to make sure we are all on the same page, as we have

1 had some different conversations over the past week or so.” Then Silvera closed the
2 e-mail: “Looking forward to going over the timelines necessary to develop certain
3 features. We have an opportunity to bring an [sic] special and impactful app into the
4 marketplace.”

5 245. In response, Gatena provided the intended Pray Health feature set and
6 Silvera replied: “Agreed!”

7 246. These are just two examples, of many, in which CCM and Silvera
8 represented to Pray that facts were true, when in reality these were false statements
9 made with the intent to mislead Pray. Further, these messages on July 28 and 30,
10 2023, were so close to the revelation of the CCM product demo in September 2023
11 that it would have been impossible for these statements to be true. In other words,
12 CCM, Harvath and Silvera must have been actively working with AACC on the
13 competing product when these July 28 and 30, 2023, messages were sent.

14 247. The same is also true of Harvath and Silvera’s repeated affirmative
15 comments of excitement and support of Pray Health at the in-person meeting in
16 California on April 27, 2023. This is an example, among many, in which Harvath
17 and Silvera represented to Pray that facts were true, when in reality they were false
18 statements made with the intent to mislead Pray.

19 248. CCM, Harvath and Silvera knew their repeated and ongoing
20 representations about supporting Pray Health were false. CCM, Harvath and Silvera
21 said what they thought Pray wanted to hear with respect to Pray Health. They kept
22 praising Pray Health.

23 249. This was done on purpose, with the intent to deceive Pray. CCM,
24 Harvath and Silvera intended that Pray would rely on their representations.

25 250. CCM, Harvath and Silvera worked hard to gain Pray’s trust. It was a
26 scam. When Allison showed Potter the demo at the industry conference in
27 Nashville, Potter recognized that it would have taken CCM and AACC a very long
28 time to develop this product on their own, if they could have done it at all. It was

1 obvious that CCM, Harvath and Silvera were doing this work behind Pray's back,
2 while also making affirmative statements of support and excitement to Pray about
3 Pray Health. These statements from CCM, Harvath and Silvera to Pray were
4 misleading and false. CCM, Harvath and Silvera were not excited to support Pray.

5 251. Pray reasonably relied on CCM, Harvath and Silvera's
6 misrepresentations.

7 252. As a result, Pray was harmed. Pray was robbed of being the "first
8 mover" in the small, niche Christian marketplace. Further, because of the
9 announcement that Harvath made at the September 2023 conference, potential
10 investors in Pray Health dried up.

11 253. CCM, Harvath and Silvera's misrepresentations were a substantial
12 factor in causing this harm to Pray.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff prays for judgment, as follows:

15 1. Compensatory, general, and special damages, including Pray's lost
16 revenues and profits, and any unjust enrichment, restitution, or disgorgement, in
17 excess of \$250 million, according to proof at trial;

18 2. Punitive damages in an amount to be determined at trial;

19 3. Attorneys' fees and costs;

20 4. Pre- and post-judgment interest as permitted by law; and

21 5. Such other and further relief as the Court deems just and proper.

1 DATED: April 19, 2024

MILLER BARONDESS, LLP

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4 By:



5 LOUIS R. MILLER
6 Attorneys for Plaintiff
7 PRAY, INC.
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MILLER BARONDESS, LLP
ATTORNEYS AT LAW
2121 AVENUE OF THE STARS, SUITE 2600 Los Angeles, California 90067
TEL: (310) 552-4400 FAX: (310) 552-8400

1 **DEMAND FOR JURY TRIAL**
2

3 Plaintiff hereby demands a trial by jury on all claims so triable.
4

5 DATED: April 19, 2024
6

7 MILLER BARONDESS, LLP
8

9 By: 
10

11 LOUIS R. MILLER
12 Attorneys for Plaintiff
13 PRAY, INC.
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